

City of Leander Arts Herald Program Performance Agreement

Date: _____

The City of Leander, Texas (the "City") and _____ ("Performer") hereby enter this Performance Agreement (the "Agreement") for the purpose of establishing the terms of Performer's performance at _____, Leander, Texas (*insert location of performance*) (the "Venue"). Performer shall perform _____ (*insert type of performance*) at the Venue on _____ (*insert date*) from _____ (*insert time of performance*). Subject to compliance with the terms and conditions of this Agreement, Performer shall be paid _____ (*insert amount*) (the "Payment") after completion of the performance. Performer shall perform at the Venue in the location designated by the City Manager or designee. Performer shall be responsible for providing all equipment and materials necessary for the performance, taking into account the nature of the venue (size, acoustics, location, etc.) and the purpose of the event. The City may prohibit the use of amplifiers. Allowing the performance at the Venue under this Agreement does not create a public forum and the City reserves the right to terminate the performance at its sole discretion. The City Manager or his designee may terminate the performance early for any or no reason and may cancel or reschedule the performance in the event the Venue is needed for another purpose or the event is rescheduled or cancelled. If Performer terminates the performance early, Performer shall be paid a pro-rata share of the Payment based on the amount of time actually performed; provided that if the City terminates the performance early, Performer shall receive the full Payment. The Performer shall notify the City within 24 hours prior to the performance date in the event Performer must cancel the performance. The Performer acknowledges and agrees that the performance may be photographed or recorded by the City and such photographs or recordings reproduced to promote the City's Arts Herald Program. The Performer acknowledges that the City has no control over third parties photographing or recording the performance and reproducing such photographs or recordings.

The Performer, for and in consideration of ten dollars (\$10) and other good and valuable consideration, including but not limited to the Payment and the opportunity to gain public exposure and/or recognition, the receipt and sufficiency of which is hereby acknowledged and agreed, agrees to accept full and sole responsibility for Performer's actions under this Agreement. Also, Performer, for the consideration stated above, hereby releases and forever holds harmless the City, its employees, agents and officers, in both their individual and official capacities, and their successors, agents, representatives, servants, and any other related or affiliated persons, firms or corporations, of and from any and indemnifies said persons against all manner of actions and causes action, rights, suits, covenants, contracts, agreements, judgments, claims and demands, whether in law or in equity, including losses from any and every claim or demand of every kind and character which may be asserted by the Performer, or on Performer's behalf by reason of any occurrence, injuries and/or damages or the effects or consequences thereof resulting from or arising under this Agreement. Performer further understands and agrees that all claims, past, present and future, are disputed and that this full and final release thereof shall never be treated as evidence of liability, which is expressly denied. Performer agrees that should any portion of this Agreement be deemed unenforceable or void, it shall not impact the enforceability of the remainder of the agreement.

Performer does hereby acknowledge by signing this Agreement that Performer has read and fully understands the terms of the Agreement and that Performer has executed this Agreement of his/her own free will.

Performer

Name: _____
Title: _____

City of Leander

Name: _____
City Manager

Attest:

City Secretary